

**2011 CDBG FUNDING CONTRACT
(\$100,000)**

Between

County of Santa Barbara

and

City of Buellton



ADA Accessibility Improvements

Community Development Block Grant

Catalog of Federal Domestic Assistance Number 14.218

CDBG Funding Contract
For
ADA Accessibility Improvements

This contract ("Contract") is entered into on October 16, 2012, by and between the County of Santa Barbara (hereinafter "COUNTY"); and the City of Buellton (hereinafter "SUBRECIPIENT") for the use of 2011 Community Development Block Grant entitlement funds which COUNTY has received pursuant to the authority of Title I of the Federal Housing and Community Development Act of 1974 (42 U.S.C. Sections 5301 et. seq.) and the regulations promulgated thereunder (24 CFR Part 570) all as amended from time to time.

COUNTY and SUBRECIPIENT agree as follows:

1. STATEMENT OF WORK AND REPORTING

- A. SUBRECIPIENT agrees to conduct the project described in the Statement of Work attached hereto as Exhibit A, and incorporated by this reference, sometimes hereinafter referred to as the "Project". All expenditures under this Contract shall be consistent with the budget attached hereto as Exhibit B and incorporated by this reference ("Project Budget") which identifies the eligible items on which the CDBG grant proceeds may be spent.
- B. The Grant will be used by SUBRECIPIENT for the design and installation of Americans with Disabilities Act (ADA) accessibility improvements to sidewalks along Highway 246 between Avenue of the Flags and the Highway 101 on-ramp in the City of Buellton.
- C. Minor program changes to the Statement of Work that do not impact the Project Budget may be made upon prior written approval by the Director of the Community Services Department of COUNTY. In carrying out the Project, SUBRECIPIENT agrees that the objectives of the Project are those stated and set out in the Statement of Work.
- D. COUNTY and SUBRECIPIENT recognize and agree that under 24 CFR Section 570.208(a)(2)(i)(D) and 570.208(a)(2)(ii)(A) the removal of material or architectural barriers to the mobility or accessibility of elderly persons or severely disabled adults by assisting the reconstruction of a public facility or improvement or portion thereof meets HUD National Objectives and is eligible under 24 CFR Section 570.202(b)(11) and is presumed to benefit the Low/Moderate Income Limited Clientele criteria for CDBG funding.
- E. SUBRECIPIENT'S procurement practices shall include implementation practices soliciting Disadvantaged, Minority and Women Business, attached as Exhibit C, and shall be in compliance with all applicable CDBG requirements.

- F. Contract administration necessary for the tasks set forth in the Project Statement of Work shall be in compliance with specific CDBG regulations including those Federal Terms and Conditions attached in Exhibit D as applicable.
- G. SUBRECIPIENT shall insure compliance with, enforcement of, and retention of records and documentation associated with all applicable federal and state labor standard requirements, including the addition in all contracts and subcontracts of the Federal Labor Standards Provisions attached as Exhibit E, Project certified payrolls, and interviewing of contracted employees.
- H. SUBRECIPIENT shall submit invoices and supporting documentation for Project expenses to COUNTY for use as documentation for compliance with CDBG funding requirements of the Project.

2. EFFECTIVE DATE OF CONTRACT – TERM

This Contract shall begin effective October 16, 2012 and end on May 31, 2013, unless such time is extended by written Amendment executed in the same manner as this Contract. All work to be performed hereunder shall be completed by the expiration date. However, SUBRECIPIENT'S obligations to complete the Scope of Work shall survive the expiration of the term of this Contract, and County may extend the term of this Contract and any provisions herein that County deems necessary to ensure such completion.

3. DISBURSEMENT OF FUNDS

Subject to the terms and conditions contained in this Contract, COUNTY agrees to provide CDBG grant funds to SUBRECIPIENT in an amount not to exceed the sum of One Hundred Thousand Dollars and no cents (\$100,000.00) (the "Grant" or "Grant Funds").

- A. Notwithstanding the above, SUBRECIPIENT hereby acknowledges that COUNTY'S obligation to fund the work hereunder is limited to the availability of CDBG Funds from HUD. If the CDBG Funds are not forthcoming from HUD for any reason, COUNTY shall have no obligation to provide funds under this Contract and COUNTY shall have no obligation to fund the work through any other funding source.
- B. Payments under this Contract shall be made on a reimbursement basis. SUBRECIPIENT must submit to COUNTY an Expenditure Summary and Payment Request (ESPR) in the form of Exhibit F which sets forth the amounts actually expended by the SUBRECIPIENT for the Project provided that said expenses are included in the Budget. The ESPR shall, at a minimum, set forth each budget category for which reimbursement is requested, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. The ESPR shall be accompanied by supporting documentation, including but not limited to payroll reports or paid receipts for each expense. The final inspection verifying completed work shall be submitted with final ESPR for each property. To

the extent that the CDBG Funds actually have been received from HUD, COUNTY shall pay SUBRECIPIENT for all expenses stated on the invoice which are approved by COUNTY pursuant to this Contract no later than the thirtieth day after the invoice is received.

- C. SUBRECIPIENT shall indemnify and hold COUNTY harmless from any liability or damage resulting from any failure to make, or delay in making payments.
- D. No payments shall be made if SUBRECIPIENT is in default under this Contract or has not submitted proof of insurance as required in Section 11 below.

4. SUBRECIPIENT RECORDS

The SUBRECIPIENT shall keep accurate written records of all expenses incurred by it and of monies received by it and of any studies, statistics and reports made or issued by SUBRECIPIENT in conducting the Project. The SUBRECIPIENT shall also keep accurate written minutes of all meetings of the City Council or Committees of SUBRECIPIENT that relate to this project and shall keep accurate employment records, correspondence records and other records necessary to enable COUNTY to review SUBRECIPIENT's operations during the conduct of the Project. In addition, SUBRECIPIENT shall maintain all such records as may be required to be kept pursuant to the terms of the Housing and Community Development Act or regulations adopted pursuant thereto, and such records and documents as may be necessary to enable COUNTY to prepare and submit such audits, assurances, reports and certificates as may be required of COUNTY under such act or such regulations. In particular SUBRECIPIENT shall keep all such records and documents as may be necessary to enable COUNTY and/or the Federal Government to determine whether or not the funds to be allocated pursuant to the terms of this Contract have been or are being used in compliance with the provisions of the HCD Act and regulations adopted thereunder. At COUNTY'S request, SUBRECIPIENT shall furnish COUNTY with a copy of any record maintained by SUBRECIPIENT pursuant to the terms of this Contract. SUBRECIPIENT shall maintain all such records for at least five (5) years after the date on which this Contract terminates.

5. AUDIT REQUIREMENTS

COUNTY shall have the right to audit and review all records maintained by SUBRECIPIENT pursuant to the terms of this Contract. Any such audit and review may be conducted at any time during regular business hours. SUBRECIPIENT is responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501 et seq.) and Federal agency implementing regulations, all as may be amended from time to time. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.

6. STATEMENT OF WORK AND PROJECT BUDGET – BUDGET ACCOUNTABILITY

SUBRECIPIENT shall not obligate or expend grant funds for purposes other than those shown in the Project Budget and Statement of Work.

7. REIMBURSEMENT OF IMPROPER EXPENDITURES

If at any time within applicable statutory periods of limitation it is determined by COUNTY, by the United States Secretary of the Treasury or by any other agency or persons having jurisdiction, that funds provided for under the terms of this Contract have been used by or on behalf of the SUBRECIPIENT in a manner or for a purpose not authorized or prohibited by said Act or regulations adopted pursuant thereto SUBRECIPIENT shall, at COUNTY'S request, pay to COUNTY an amount equal to one hundred percent (100%) of any amount expended in violation of said Act or said regulations. SUBRECIPIENT shall also reimburse County one hundred percent (100%) of any grant funds that SUBRECIPIENT spends for any services or goods that are not in the Statement of Work and Budget.

8. PROGRAM INCOME

Any program income received by the SUBRECIPIENT, such as interest earned on funds held in a revolving fund account, shall be paid to the COUNTY. This applies to any program income received during the Contract period, on hand when the Contract expires, or received after the Contract expires.

9. COMPLIANCE WITH LAWS AND REGULATIONS

SUBRECIPIENT agrees that it shall comply with all the provisions of the Housing and Community Development Act of 1974 (42 U.S.C. Sections 5301 et seq.) and all rules and regulations adopted pursuant thereto, and with all other local, state and federal laws and regulations applicable to the Project, all as may be amended from time to time. In particular, the SUBRECIPIENT shall comply with the requirements and standards of the following:

- A. OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments" including all attachments thereto as applicable;
- B. OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations";
- C. The following sections of 24 CFR part 85 "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" and the related CDBG provisions as specified in this paragraph:
 - i. Section 85.3, "Definitions";
 - ii. Section 85.6, "Additions and exceptions";
 - iii. Section 85.12 "Special grant or subgrant conditions for 'high-risk' grantees";
 - iv. Section 85.20, "Standards for financial management systems," except paragraph (a)";
 - v. Section 85.21, "Payment," except as modified by §570.513
 - vi. Section 85.22, "Allowable costs";
 - vii. Section 85.26, "Non-federal audits";
 - viii. Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
 - ix. Section 85.33, "Supplies";
 - x. Section 85.34, "Copyrights";
 - xi. Section 85.35, "Subawards to debarred and suspended parties";

- xii. Section 85.36, "Procurement," except paragraphs (a);
- xiii. Section 85.37, "Subgrants";
- xiv. Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- xv. Section 85.41, "Financial reporting";
- xvi. Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- xvii. Section 85.43, "Enforcement";
- xviii. Section 85.44, "Termination for convenience";
- xix. Section 85.51, "Later disallowances and adjustments" and
- xx. Section 85.52, "Collections of amounts due."

D. All federal laws and regulations referenced or described in 24 CFR Part 570, Subpart C "Eligible Activities" and Subpart K "Other Program Requirements"; including all affirmative action requirements set forth therein; conditions for religious organizations (§570.200(j)); displacement, relocation, acquisition, and replacement of housing (§ 570.606); national flood insurance program (§570.605); lead based paint (§570.608); affirmatively furthering fair housing (§570.601), but excluding the COUNTY'S environmental responsibilities under 24 CFR Section 570.604 and the COUNTY'S responsibility for initiating the environmental review process under 24 CFR Part 58.

E. SUBRECIPIENT shall obtain and maintain any and all licenses and permits necessary to conduct the project and to maintain the facilities and render the services proposed to be maintained or rendered in connection with the project.

F. SUBRECIPIENT shall not on the ground of race, color, national origin, religion, sex, age, or handicap exclude from participation in, deny the benefit of, or subject to discrimination under any program or activity funded in whole or in part with Federal Financial assistance any individual when such individual is otherwise qualified to receive financial assistance and shall not:

- (1) Deny any service or other benefit provided under the program;
- (2) Provide any service or other benefit which is different, or is provided in a different form than that provided to others under the program;
- (3) Subject to segregated or separate treatment in any facility in, or in any way or process related to receipt of any service or benefit under the program;
- (4) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any services or benefit under the program;
- (5) Treat an individual differently from others in determining whether he or she satisfies any admission, enrollment, eligibility, membership, or other requirements or condition which individuals must meet to receive a benefit provided under the program;
- (6) Deny an opportunity to participate in the program as an employee.

G. SUBRECIPIENT shall not engage in any religious instructions nor use any part of the Grant Funds to purchase any religious books, materials or equipment or other property,

or to share the salary of any person who participates in any such religious instruction, nor shall funds be used for any other religious or sectarian purpose whatsoever.

- H. SUBRECIPIENT shall not pay any bonus, commission, or fee for the purpose of obtaining approval of this Contract, or any other approval or concurrence requirement by COUNTY or its designee to complete the work financed in whole or in part with the proceeds of this Contract.
- I. SUBRECIPIENT understands and agrees that labor standards requirements under the Davis-Bacon Act apply to work performed under this Contract.

10. EQUAL EMPLOYMENT OPPORTUNITY

- A. SUBRECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Department of Labor at 41 CFR Chapter 60 which is paid for in whole or in part with funds obtained from COUNTY, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation or national origin. The Contractor will take affirmative action to insure that applicants are employed, without regard to race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation or national origin.

(3) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(4) The Contractor will cause the foregoing provisions to be inserted in all contracts and subcontracts for work covered by this Contract so that such provision will be binding upon each contractor and subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- B. Contract Subject to Provisions of 24 CFR 135. The SUBRECIPIENT, its contractors, and its subcontractors shall be responsible for complying with the provisions of 24 CFR, Part 135 "ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW - INCOME PERSONS", a copy of which is on file with the COUNTY and which will be duplicated for SUBRECIPIENT upon request. The SUBRECIPIENT will also ensure that provisions of 24 CFR, Part 135, are included in all contracts and subcontracts.
- C. Enforcement Obligations of SUBRECIPIENT. SUBRECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

SUBRECIPIENT agrees that it will assist and cooperate actively with COUNTY and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance and that it will otherwise assist the Secretary in the discharge of the Secretary's primary responsibility for securing compliance.

SUBRECIPIENT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, as amended, with a contractor debarred from, or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to Executive Order 11246 and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Housing and Urban Development or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, SUBRECIPIENT agrees that if it fails or refuses to comply with these undertakings, the COUNTY may take any or all of the following actions: cancel, terminate or suspend in whole or in part this Contract; refrain from extending any further assistance to SUBRECIPIENT under the PROGRAM with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from SUBRECIPIENT, and refer the cause to the Department of Justice for appropriate legal proceedings.

11. INDEMNITY AND INSURANCE

SUBRECIPIENT shall agree to the indemnity and insurance provisions as set forth in Exhibit G attached hereto and incorporated herein by reference.

No officials, employees and agents of the COUNTY shall be personally liable to SUBRECIPIENT for any obligation created under the terms of this Contract.

12. ENFORCEMENT OF CONTRACT

- A. In the event of any dispute arising under this Contract, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to correct such default within ten (10) days of service of such notice and completes the correction of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the COUNTY may suspend any further payment of CDBG Funds until the SUBRECIPIENT is in compliance with this Contract. Compliance with the provisions of this Section shall be a condition precedent to termination of this Contract for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not resolved.
- B. In addition to any other rights or remedies available at law or in equity, if the SUBRECIPIENT fails to fulfill its obligations under this Contract, the COUNTY may, after compliance with the provisions of the previous paragraph:
- (1) Temporarily withhold payment of Grant Funds pending correction of the default by the SUBRECIPIENT;
 - (2) Refuse to advance all or any part of the Grant Funds for the Project and reallocate said funds to another activity;
 - (3) Wholly or partially suspend or terminate the award and this Contract;
 - (4) Withhold further awards for the Project and/or the Facility; and
 - (5) Require SUBRECIPIENT to repay any Grant Funds that the COUNTY determines were not expended in compliance with the requirements of this Contract, the Act of the Regulations.

13. ASSIGNMENT

SUBRECIPIENT shall not assign this Contract or any part thereof or any monies payable hereunder without the prior approval of the COUNTY.

14. POLITICAL ACTIVITY

SUBRECIPIENT certifies that to the best of its knowledge and belief no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

15. DRUG FREE WORKPLACE POLICY

SUBRECIPIENT agrees to provide a drug-free workplace in accordance with the COUNTY of Santa Barbara's Drug Free Workplace Policy as follows:

- A. SUBRECIPIENT will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUBRECIPIENT'S workplace and will specify the actions that will be taken against employees for violation of such prohibition.
- B. SUBRECIPIENT will establish an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The SUBRECIPIENT'S policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. SUBRECIPIENT will require that each employee to be engaged in the performance of the grant be given a copy of the statement specified in paragraph A;
- D. SUBRECIPIENT will notify the employee that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement specified in paragraph A; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E. SUBRECIPIENT will notify the COUNTY in writing, within ten calendar days after receiving notice under paragraph D from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice to every grant officer or other designee on whose grant activity the convicted employee was working.
- F. SUBRECIPIENT will take one of the following actions, within 30 calendar days of receiving notice under paragraph D, with respect to any employee who is so convicted:

- (1) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, (29 U.S.C., §§ 701 et seq.), as amended; or
- (2) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

G. SUBRECIPIENT agrees to make a good faith effort to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

16. CONFLICT OF INTEREST

The SUBRECIPIENT shall comply with the conflict of interest provisions in the "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," 24 CFR Part 85, and OMB Circular A-110. The SUBRECIPIENT shall maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the SUBRECIPIENT shall participate in selection, or in the award or administration of a contract supported by Federal CDBG Funds if a conflict of interest, real or apparent, would be involved. SUBRECIPIENT agrees and represents that no member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to share any or part of the proceeds of this Contract, or to any benefit to arise from the same.

17. COUNTY'S RIGHT TO SUSPEND OR TERMINATE CONTRACT

COUNTY shall have the right to suspend or terminate this Contract or any extension thereof immediately if COUNTY determines that SUBRECIPIENT has incurred obligations or made expenditures for purposes which are not permitted or are prohibited under the terms of the Project or of this Contract. COUNTY shall also have the right to suspend or terminate this Contract or any extension thereof immediately if COUNTY determines that the SUBRECIPIENT is conducting the project in violation of any of the terms of this Contract, or has filed a petition in bankruptcy, of for receivership or reorganization or has filed any other petition under the Bankruptcy Reform Act of 1978 (11 U.S.C., §§ 101et. seq.) or has taken or committed any act preparatory to the filing of any such petition or has become or is insolvent or has committed any other act of bankruptcy or insolvency. In any event, COUNTY shall have the right to suspend or terminate this Contract or any extension thereof at any time, with or without cause, by giving SUBRECIPIENT thirty (30) days prior written notice of COUNTY'S intent to suspend or terminate this Contract; provided, that upon such suspension or termination, COUNTY shall pay all obligations incurred by SUBRECIPIENT prior to the date of such suspension or termination which are authorized under the terms of the project and of this Contract. This Contract may also be suspended or terminated when the COUNTY and SUBRECIPIENT mutually agree to terminate the Contract in whole or in

part. Also, this Contract may be terminated for convenience as provided in 24 CFR Section 85.44.

18. REVERSION OF ASSETS

Upon termination of this Contract, the SUBRECIPIENT shall transfer to the COUNTY any Grant Funds on hand at the time of termination and any accounts receivable that are attributable to the use of Grant Funds. Any real property under the SUBRECIPIENT'S control that was acquired or improved in whole or in part with Grant Funds in excess of \$25,000 must be either:

- a. used to meet one of the national objectives specified in 24 CFR Section 570.208 until five years after expiration of this Contract, or for such longer period of time as determined to be appropriate by the COUNTY; or
- b. disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after the period of time specified in paragraph a. of this section.
- c. This Section 18 shall survive expiration or termination of this Contract as set forth above.

19. AMENDMENT PROCEDURE

Any programmatic changes such as revisions to the Statement of Work, revisions to the Budget, or extension of the effective term of the Contract must receive prior written approval by the COUNTY. A request for prior approval of an amendment must be made in writing by the SUBRECIPIENT. Such request must be accompanied by a narrative justification for the proposed revision. The COUNTY will promptly review such request and shall approve or disapprove the request in writing. The COUNTY will not approve any project or budget revision which is inconsistent with the purpose or terms and conditions of the Federal grant to the COUNTY.

20. CONTRACT BINDING ON SUCCESSORS

The conditions of this Contract and the respective rights and obligations of the parties hereunder shall be binding upon the heirs, assigns and successors in interest of each of the parties.

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have executed this Contract by the respective authorized officers as set forth below to be effective on the date executed by the COUNTY.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Doreen Farr, Chair
Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

APPROVED:

By: _____
Ray Aromatorio, ARM, AIC
Risk Manager

“SUBRECIPIENT”
CITY OF BUELLTON

ATTEST:
NAME
CITY CLERK

By: _____
John Kunkel, City Manager

By : _____
Deputy

APPROVED AS TO FORM:
RALPH HANSON
CITY ATTORNEY

By _____

Exhibit A

Statement of Work

1. Description

The City of Buellton CDBG Highway 246 Safety Improvements Project, CIBUE.110004, for Fiscal Year 2011-12 includes design and construction of accessibility improvements along the south side of Highway 246 between Avenue of Flags and the Highway 101 on-ramp. The City of Buellton has created a design to install ADA compliant sidewalk and driveway aprons along the south side of Highway 246 to improve the area which currently has no hardscape, or has asphalt patched surfaces that do not meet ADA standards. When a Caltrans Encroachment permit is attained, the City of Buellton will publicly bid and award a licensed Contractor to perform the scope of work proposed, further described as follows.

HIGHWAY 246 (BETWEEN AVENUE OF FLAGS AND HIGHWAY 101 ON-RAMP)

The City has received numerous requests from its residents and businesses to fill the sidewalk gap along the south side of Highway 246 between Avenue of Flags and the Highway 101 on-ramp. Persons with disabilities and elderly persons cannot readily traverse this section of Highway 246 without crossing over impediments such as broken pavement and low lying dirt areas.

The project consists of the construction of approximately 500 feet of ADA compliant sidewalk, including appurtenant and supporting facilities required to maintain grade such as replacement of driveway aprons and curb/gutters.

2. Schedule: ** [Schedule is based on receipt of permit from Caltrans.](#)

Item No.	Description	Date
1	Receive encroachment permit from Caltrans District 5 Permits Office	November 2012
2	Project construction bids notice	November 2012
3	Award construction contract	January 2013
4	Begin construction phase	February 2013
5	Complete construction	April 2013
6	Project close-out	May 2013

3. Budget:

See attached Exhibit B.

4. Outcome Measures:

Project outcome includes but are not limited to the following:

- Installation of new 500 foot ADA accessible sidewalk and driveway aprons providing a path of travel along the south side of Highway 246 between Avenue of Flags and the Highway 101 on-ramp;
- Installation of standard curb and gutter, and driveway aprons to control traffic access and support the necessary sidewalk improvements;
- Connect existing sidewalk improvements with new sidewalk and driveway improvements to provide a continuous and safe pedestrian path. This project will close a pedestrian access gap that has been identified in the City's Bicycle and Pedestrian Master Plan.

EXHIBIT C

D/MBE/WBE Implementation Guidelines

The following information, as applicable, shall be retained by Subrecipient and produced upon request by the Community Services Department if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the contractor, subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected contractor, subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their subbids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for Santa Barbara County, CalTrans – Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

Section 3 Implementation Guidelines

7. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for Section 3 business concern participation

for this project was placed by the bidder.

8. The names and dates of notices of all certified Section 3 business concerns solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the Section 3 business concerns were interested.
9. The items of work for which the bidder requested subbids or materials to be supplied by Section 3 business concerns, the information furnished interested Section 3 business concerns in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate Section 3 business concerns participation. Where there are Section 3 business concerns available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for Section 3 business concerns to bid on.
10. The names of Section 3 business concerns who submitted bids for any of the work indicated in (9) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the Section 3 business concern bid was price, give the price bid by the rejected Section 3 business concern and the price bid by the selected subcontractor or supplier.
11. Assistance that the bidder has extended to Section 3 business concern identified in (10) above to remedy the deficiency in their subbids.

Section 3 Definitions

Section 3 covered project:

Projects funded with more than \$200,000 in HUD funds are "Section 3 covered projects". Any SUBRECIPIENTS, contractors, and subcontractors, with which there are contracts for more than \$100,000 on these projects, and any contractors and subcontractors with which those SUBRECIPIENTS, contractors, and subcontractors contract for more than \$100,000 on these projects, are required to report on all contracts they make both with Section 3 business concerns and with businesses that are not Section 3 business concerns.

Section 3 resident:

A Section 3 resident is a Public housing resident or resident of Santa Barbara County (preferably, but not necessarily, of the immediate or extended area served by the HUD funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size. Table B-1 states income limits set by HUD for the Santa Barbara region.

Table B-1

HUD REGIONAL FAMILY MEDIAN INCOME LIMITS FOR SANTA BARBARA COUNTY								
Effective for Calendar Year 2012*								
The Following are lower income limits adjusted for family size.								
INCOME	Family Size							
	1	2	3	4	5	6	7	8
Lower Income (80% of MFI)	\$42,500	\$48,600	\$54,650	\$60,700	\$65,600	\$70,450	\$75,300	\$80,150

* Dollar limits are periodically updated, please see CSD staff for the latest amounts

Section 3 Business Concern:

Section 3 business concerns are businesses that can provide evidence that they meet one of the following:

1. That is 51 percent or more owned by Section 3 residents; or
2. Whose permanent full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or who within 3 years of the date of first employment with the business were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to businesses that meet qualifications set forth in conditions (1) or (2) of this paragraph.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

This Project is being assisted by the United States of America. The following Federal provisions must be included into the Contract pursuant to the provisions applicable to such Federal assistance. During the performance of the Contract, the SUBRECIPIENT must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

A. Equal Opportunity

During the performance of this Contract, the SUBRECIPIENT agrees as follows:

1. The SUBRECIPIENT will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60) all as may be amended from time to time.
2. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBRECIPIENT will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County of Santa Barbara setting forth the provisions of this nondiscrimination clause.
3. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The SUBRECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the SUBRECIPIENT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The SUBRECIPIENT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the SUBRECIPIENT's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The SUBRECIPIENT will include the provisions of paragraphs (1) through (7) in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor, or vendor. The SUBRECIPIENT will take such action with respect to any contract, subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.
8. The SUBRECIPIENT shall file, and shall cause each of his contractors and subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the SUBRECIPIENT and each contractor and subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective SUBRECIPIENTs, contractors, or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed contractors and subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the SUBRECIPIENT, contractor, or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency

shall refuse to furnish such information to the SUBRECIPIENT, the SUBRECIPIENT shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

11. The Secretary of Labor may direct that any bidder or prospective SUBRECIPIENT, contractor, or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective SUBRECIPIENT, contractor, or subcontractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The SUBRECIPIENT will cause the foregoing provisions to be inserted in all contracts and subcontracts for work covered by this Contract so that such provisions will be binding upon each contractor and subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 24 CFR 85.36(e)

1. The SUBRECIPIENT will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

C. Copeland “Anti-Kickback” Act (18 U.S.C. 874)

SUBRECIPIENT shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C., § 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

D. Compliance with Labor Standard Provisions

SUBRECIPIENT shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions, attached as **Exhibit E** and incorporated by this reference.

E. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C., § § 3701 et seq.)

SUBRECIPIENT will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C., §§ 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5). This requires the contracting officer to insert the clauses set forth in 29 CFR §5.5, for construction contracts awarded by grantees and subgrantees in excess of \$2,000.

F. Requirements and Regulations pertaining to Data and Design

All data and design and engineering work created under this Contract shall be owned by the County and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Contract shall be the property of the County.

G. Requirements and Regulations Pertaining to Reporting

The County of Santa Barbara, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of SUBRECIPIENT which are directly pertinent to the contract.

H. Compliance with Clean Air Act and Clean Water Act.

1. SUBRECIPIENT shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C., §7606).
2. SUBRECIPIENT shall comply with all applicable standards, orders and requirements issued under Section 508 of the Federal Water Pollution Control Act (33 U.S.C. §1368).

3. SUBRECIPIENT shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 31).
- I. **Compliance with the Energy Act of 2000 (42 USC §§ 6201 et seq., Public Law 106-469, 114 Statutes 2029).**

The SUBRECIPIENT shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Act of 2000 (42 USC §§ 6201 et seq., 106 P.L. 469, 114 Stat. 2029) for building improvements.

EXHIBIT "E"

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development

Office of Labor Relations

Previous editions are obsolete

form HUD-4010 (06/2009) ref. Handbook 1344.1

Applicability

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the SUBRECIPIENT and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the SUBRECIPIENT and its contractors and subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with

the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the SUBRECIPIENT and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the SUBRECIPIENT, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the SUBRECIPIENT shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the SUBRECIPIENT does not make payments to a trustee or other third person, the SUBRECIPIENT may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the SUBRECIPIENT, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the SUBRECIPIENT to set aside in a

separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the SUBRECIPIENT under this Contract or any other Federal contract with the same prime SUBRECIPIENT, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime SUBRECIPIENT so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the SUBRECIPIENT, contractor, or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the SUBRECIPIENT, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the SUBRECIPIENT, disburse such amounts withheld for and on account of the SUBRECIPIENT, contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the SUBRECIPIENT during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the SUBRECIPIENT shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. SUBRECIPIENTs employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The SUBRECIPIENT shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the SUBRECIPIENT will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its

designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime SUBRECIPIENT is responsible for the submission of copies of payrolls by all contractors and subcontractors. SUBRECIPIENT, contractors, and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the SUBRECIPIENT will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the SUBRECIPIENT, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime SUBRECIPIENT to require a contractor or subcontractor to provide addresses and social security numbers to the prime SUBRECIPIENT for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the SUBRECIPIENT, contractor, or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the SUBRECIPIENT, contractor, or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The SUBRECIPIENT, contractor, or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the SUBRECIPIENT, contractor, or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the SUBRECIPIENT, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the SUBRECIPIENT as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a SUBRECIPIENT is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the SUBRECIPIENT's, contractor's, or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the SUBRECIPIENT will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the SUBRECIPIENT will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The SUBRECIPIENT shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The SUBRECIPIENT, contractor, or subcontractor will insert in any contracts and subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the contractors and subcontractors to include these clauses in any lower tier contracts or subcontracts. The prime SUBRECIPIENT shall be responsible for the compliance by any contractor or lower tier contractor or subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a SUBRECIPIENT, contractor, and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the SUBRECIPIENT (or any of its contractors and subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the SUBRECIPIENT certifies that neither it (nor he or she) nor any person or firm who has an interest in the SUBRECIPIENT's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be contracted or subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1-01-0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the SUBRECIPIENT, contractor, or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No SUBRECIPIENT, contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the SUBRECIPIENT, contractor, and any subcontractor responsible therefor shall be liable for the unpaid

wages. In addition, such SUBRECIPIENT, contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the SUBRECIPIENT, contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime SUBRECIPIENT such sums as may be determined to be necessary to satisfy any liabilities of such SUBRECIPIENT, contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The SUBRECIPIENT, contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the contracts and subcontractors to include these clauses in any lower tier subcontracts. The prime SUBRECIPIENT shall be responsible for compliance by any contractor and subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The SUBRECIPIENT shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The SUBRECIPIENT shall include the provisions of this paragraph in every contract and subcontract so that such provisions will be binding on each contractor and subcontractor. The SUBRECIPIENT shall take such action with respect to any contractor and subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**EXHIBIT "F"
EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)
SAMPLE FORMAT***

County of Santa Barbara Housing and Community Development				
EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)				
Community Development Block Grant Program				
Agency Name	Date Submitted			
Address	Report Period:			
	Request No.			
Contact Person				
Phone (
DUNS #				
I. GRANT BUDGET AND EXPENDITURES				
	TOTAL	TOTAL OF	REQUESTED	NEW
Expenditure	GRANT	PREVIOUS	DRAWDOWN	AVAILABLE
	BUDGET	DRAWDOWN	THIS PERIOD	BALANCE
Construction	\$000000	\$ -		\$000
County Project Management	\$ 00			\$ 000
Architect-Engineering	\$ 00			\$ 00
P&D Permitting	\$ 00			\$ 00
Printing/Publication	\$ 00			\$ 00
Inspections	\$ 00			\$ 00
Contingency	\$ 00			\$ 00
TOTAL	\$00	\$ -	\$ -	\$00
Certification:				
I certify to the best of my knowledge this report is true in all respects and all disbursements have been made for the purpose and conditions of this grant and have not been charged to other grants				
Project Manager		Financial Officer		
Name	Title	Name	Title	
Signature	Date	Signature	Date	

***a working ESPR will be e-mailed after work starts**

Exhibit G

BASIC INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR ALL SANTA BARBARA COUNTY CONTRACTS

1. Indemnification – SUBRECIPIENT agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its authorized officers, employees, elected and appointed officials, agents and volunteers from and against any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. SUBRECIPIENT's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to COUNTY's "sole negligence" or "willful misconduct" within the meaning of California Civil Code Section 2782. SUBRECIPIENT shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Contract. This Indemnification provision shall survive any expiration or termination of this Contract.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability and Automobile Liability policies, shall contain endorsements naming COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for COUNTY to vicarious liability but shall allow coverage for COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights – SUBRECIPIENT shall require the carriers of required coverages to waive all rights of subrogation against COUNTY, its officers, employees, agents, volunteers, SUBRECIPIENT, contractor, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit SUBRECIPIENT and SUBRECIPIENT's employees or agents from waiving the right of subrogation prior to a loss or claim. SUBRECIPIENT hereby waives all rights of subrogation against COUNTY.

4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY.

5. Severability of Interests – SUBRECIPIENT agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between SUBRECIPIENT and COUNTY or between COUNTY and any other insured or additional insured under the policy.

6. Proof of Coverage – SUBRECIPIENT shall furnish Certificates of Insurance to the COUNTY Department administering the Contract evidencing the insurance coverage, including Additional Insured Endorsements and Waiver of Subrogation Endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Other, Waiver of Our Right to Recover from Others), as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and SUBRECIPIENT shall maintain such insurance from the time SUBRECIPIENT commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, SUBRECIPIENT shall furnish a copy of the Declaration page for all applicable policies and will provide complete copies of the policies and endorsements immediately upon request.

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.

8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by COUNTY will be promptly reimbursed by SUBRECIPIENT or COUNTY payments to SUBRECIPIENT will be reduced to pay for COUNTY purchased insurance.

10. Insurance Review – Insurance requirements are subject to periodic review by COUNTY. The Risk Manager or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of COUNTY. In addition, if the Division of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation, or any other item reasonably related to COUNTY’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

11. Insurance Specifications – SUBRECIPIENT agrees to provide insurance set forth in accordance with the requirements herein. If SUBRECIPIENT uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements,

SUBRECIPIENT agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in any way affecting the indemnity herein provided and in addition thereto, SUBRECIPIENT shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

A Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with one million dollar (\$1,000,000) limits covering all persons including volunteers providing services on behalf of SUBRECIPIENT and all risks to such persons under this Contract.

If SUBRECIPIENT has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to SUBRECIPIENTS that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

B. Commercial/General Liability Insurance – SUBRECIPIENT shall carry General Liability Insurance covering all operations performed by or on behalf of SUBRECIPIENT providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars \$2,000,000 in the aggregate.

C. Fire Legal Liability – SUBRECIPIENT shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy.

D. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the SUBRECIPIENT is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If SUBRECIPIENT owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

E. Professional Liability Insurance – SUBRECIPIENT shall carry Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of three (3) years after contract completion.

F. Personal Property Insurance – SUBRECIPIENT shall carry Personal Property Insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the premises.

G. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability. An Additional Insured Endorsement shall be provided on the Umbrella policy as it relates to the primary policies requiring an Additional Insured Endorsement.